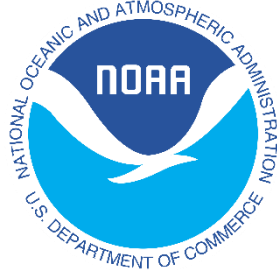


NOAA EMBLEM LICENSING POLICY

Purpose and Authorities

National Oceanic and Atmospheric Administration's (NOAA) has determined that to increase national awareness of its science, services, and products to the public, the NOAA Emblem and NOAA logo (a variation on the Emblem) may be licensed to commercial vendors for limited purposes. The NOAA Emblem and NOAA logo are registered trademarks of NOAA, U.S. Department of Commerce, and may not be used without explicit permission. In 1970, NOAA was created from a number of federal science components that were united under a common name and mission. One year later, NOAA's first administrator, Dr. Robert White, gave NOAA employees the choice of three designs to be the official emblem for the new agency. The original chosen design illustrates the interconnections between the Earth, ocean, atmosphere, and ecosystems, and it remains the official emblem of the agency to this day.



NOAA Emblem:



NOAA Logo:

Commercial vendors interested in producing NOAA-related merchandise must comply with the legal and policy requirement provided below. Once those requirements have been met, NOAA's Office of Communications (or "Licensor") will provide to the commercial vendor (or "producer"/"Licensee") a license agreement for signature for use of the NOAA Emblem and/or NOAA Logo (or "NOAA Marks"). The term "NOAA-related merchandise" means any approved product that features a NOAA Mark.

The terms of this licensing policy are provided below and incorporated by reference into the Revocable Trademark License Agreement for Use of NOAA Mark(s) (Attachment A). All uses of the NOAA Mark(s) must comply with this policy, [Department of Commerce Department Administrative Order \(DAO\) 201-1](#), and all applicable licensing terms captured in the license at Attachment A.

To enter into a license agreement, the Licensee must agree to the terms below.

- (1) As a U.S. government agency, NOAA will not promote or endorse or appear to promote or endorse a commercial product, service, or activity. Therefore, there are

strict regulations and restrictions on the use of any of the NOAA identifiers, emblems, logos, or devices, including without limitation the NOAA Mark(s) as addressed in more detail below.

- (2) Requests for use of the NOAA Mark(s) must describe the intended use of the Mark(s) on the NOAA-related merchandise. Requests should include a sample of each print, product, design, and/or detailed layout/sketch to show the proposed use to, and obtain written approval from, the Office of Communications Director or Deputy Director.
- (3) Commercial vendors interested in producing NOAA-related merchandise have equal access to NOAA information.
- (4) Commercial vendors must prove that any NOAA-related merchandise will be made in the United States of America.
- (5) The NOAA Mark(s) can be used as decoration on the product but should not be used in a manner that suggests “co-branding” of products.
- (6) No third-party identifiers, logos, or other trademark visuals (including non-logo trademarks) can be shown together with the NOAA Mark(s) on products in a manner that suggests NOAA jointly created the product or that the producer of the product is sponsored or endorsed by NOAA.
- (7) The NOAA Mark(s) shall not be used to imply endorsement or support of any external organization, program, effort, or persons. The NOAA Mark(s) may not be used as a branding device or used in or for advertising, trade dress, promotions, or similar marketing purposes, on third-party websites or communications material.
- (8) Logos and other trademarks/branding created by Licensee should be separate from the NOAA branding used as decoration on the product. Licensee’s own branding should be limited to use on tags, insoles of shoes, and other areas of the product where product branding typically appears as labeling. For example, in the case of a T-shirt featuring the NOAA Mark(s) as decoration on the front of the shirt, the logo of the company producing the T-shirt can appear simply on the collar tag, a hem tag, on the sleeve, or other location as typical for the company’s brand; however, company logos or branding shall not be placed near the NOAA Mark(s) , or in such location(s) as detracts from the NOAA Mark(s) decoration on the front of the shirt.
- (9) Product hangtags shall not imply that NOAA was involved with the production of the item.

- (10) NOAA does not permit the Mark(s) on certain products given NOAA's role as a government agency. These may include, for example, merchandise/products in areas like alcohol, food, cosmetics, tobacco, underwear, anything involving partisan political speech, and other items to be determined.
- (11) The determination as to whether a Licensee's branding on the product improperly violates the prohibition against co-branding will be made by NOAA in its reasonable discretion after consultation with the Licensee.
- (12) When all legal and policy regulations have been met, NOAA's Office of Communications will provide a non-exclusive license to the commercial vendor to permit use of the NOAA Mark(s). Once the license agreement has been executed between NOAA and the vendor, NOAA's Office of Communications will provide to the vendor a high-resolution electronic version of the NOAA Mark(s). NOAA's Office of Communications may be contacted at 202-482-6090.

ATTACHMENT A:

Revocable Trademark License Agreement for Use of NOAA Mark(s)

Whereas the National Oceanic and Atmospheric Administration, U.S. Department of Commerce ("NOAA" or "Licensor") has adopted and is using the NOAA Emblem and the NOAA Logo (a variation on the Emblem) (hereafter the "Marks"),



which also are registered with the U.S. Patent and Trademark Office as a trademark; and

Whereas [Insert name of third-party] (the "Licensee") desires to use the licensed Mark(s) in accordance with the terms of the *NOAA Emblem Licensing Policy* and in association with its activities to [Insert description of how mark(s) will be used/authorized (e.g., on apparel) and any explicit conditions and additional limitations (e.g., cannot be worn at political events)];

Now, therefore, in consideration of the mutual promises herein contained, it is agreed that:

1. **Grant of License:** The Licensor hereby grants to the Licensee a non-exclusive, royalty-free right to use the NOAA Mark(s) in accordance with the terms of the *NOAA Emblem Licensing Policy* and for the purposes described herein. Licensee agrees that: (i) the Mark(s) will not be used in a way that would suggest that it is the property of Licensee or any other third party, and (ii) Licensee will include the following notice in conjunction with its use of the Mark(s), as appropriate (see section 5 below):

“The NOAA Emblem is a registered trademark of the National Oceanic and Atmospheric Administration, used with permission.”

Or, as appropriate,

“The NOAA Logo is a registered trademark of the National Oceanic and Atmospheric Administration, used with permission.”

2. **Quality Control:** The Licensor shall have the right, at all reasonable times, to inspect the Licensee's goods, services and promotional activities employing the Mark(s) to ensure that such use is of proper quality and otherwise consistent with this Agreement.

3. **Duration and Termination:** This Agreement shall terminate [Insert: Date certain, *not longer than five years*]. The Licensee, however, may request a renewal of this Agreement for an additional term subject to the express written consent of Licensor. Such consent shall be in the form of a properly executed Renewal Agreement signed by authorized signatories of the Parties. In the event of a breach of any of the terms and conditions of this License by the Licensee, the Licensor shall give Licensee written notice of such breach. In the event Licensee does not cure such breach within thirty (30) days, Licensor may immediately terminate this License and shall notify the Licensee in writing of such termination. Upon termination of this Agreement, all rights of the Licensee to use the name and Mark(s) shall immediately terminate.
4. **Validity and Ownership of Mark(s):** The Licensee acknowledges and agrees that the Licensor is the owner of all right, title, and interest in the Mark(s), and all such right, title, interest, and ownership shall remain with the Licensor. The Licensee further acknowledges that the Licensee shall not acquire any right, title, interest, or ownership in the Mark(s) by virtue of this License Agreement or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. The Licensee is prohibited from interfering with Licensor's rights in the licensed Mark(s), including challenging Licensor's use, registration of, or application to register the licensed Mark(s) alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Licensee is further prohibited from attempting to register the licensed Mark(s), any derivatives thereof, or any confusingly similar mark, whether or not registered by Licensor, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.
5. **Assignments and Sub-Licenses:** This License is not assignable, and any attempt by the Licensee to assign any portion of the License or to grant a sub-license shall be deemed a breach of this Agreement and shall be cause for termination. The Licensee may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under this Agreement; Licensee shall provide to Licensor—and must receive prior approval from Licensor—any such subcontract prior to manufacturing and distribution activities.
6. **Use of Mark(s):** Before the Licensee uses the emblem, it shall send a sample of each print, product, design, or other work to show the proposed use to, and obtain written approval from, the NOAA Office of Communications Director or Deputy Director. In addition, after approval is obtained, Licensee shall abide by the following guidelines:

(i) Approval of emblem use will follow the procedures outlined in this agreement between Licensors and Licensee and in accordance with the terms of the *NOAA Emblem Licensing Policy*.

(ii) The Licensors consider the NOAA name and Mark(s) to be its trademarks and service marks and holds them out to the public as such. The Licensee in using the Mark(s) shall clearly indicate that it is Federally registered with the U.S. Patent & Trademark Office and that it is the property of the Licensors.

(iii) The Licensee further agrees that the use of the Mark(s) shall be done in such a way so that there does not exist any appearance of exclusive Government endorsement, authorization, or affiliation of the Licensors with the Licensee. The Licensee further agrees to only use the Mark(s) in the manner of and on the products submitted as samples and approved in writing, as contemplated above.

(iv) The Licensee agrees that all products bearing the Mark(s) will be made in the United States of America.

7. **Infringement:** The Licensee is required to notify the Licensors of any potential infringement of the Mark(s) of which the Licensee is aware or reasonably should be aware. The Licensors retain the right to determine what constitutes infringement and the course of action to be taken to address it.
8. **Sale of Licensee if Not an Individual:** If Licensee is dissolved, or if Licensee (or the majority of the assets thereof) is sold to, acquired by or merged with another entity, Licensors shall have the right to immediately and unilaterally terminate the License.
9. **Insolvency or Bankruptcy:** Licensors shall have the right to immediately and unilaterally terminate the license if the Licensee discontinues business, becomes insolvent, or if any action relating to the bankruptcy or insolvency of the Licensee is instituted.
10. **Governing Law:** This Agreement shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.
11. **Indemnification:** The Licensee agrees to indemnify and hold the Licensors harmless from any and all claims, damages, and attorneys' fees arising from the use of the Licensors' names and/or Mark(s) by the Licensee and its operations under the Agreement, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure

to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.

12. **Agreement Amendments:** This Agreement may be amended only through a written instrument executed by a duly authorized representative of each of the Parties hereto.

In witness whereof, the parties have caused this document to be duly executed as of the latter of the two dates below.

III. Approval

[LICENSEE]

[Company]

[Contact: Address, Email, Phone]

Date

Scott Smullen

Deputy Director

NOAA's Office of Communications

NOAA

Date